

# Southern Pacific Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

(415) 541-1000

CANNON Y. HARVEY  
VICE PRESIDENT AND GENERAL COUNSEL

JOHN J. CORRIGAN  
GENERAL COUNSEL-LITIGATION

LOUIS P. WARCHOT  
ASSISTANT GENERAL COUNSEL

JOHN MACDONALD SMITH  
SENIOR GENERAL ATTORNEY

FACSIMILE  
GENERAL (415) 495-5436  
LITIGATION (415) 541-1734

WRITER'S DIRECT DIAL NUMBER  
(415) 541-1757

10272-EE

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INTERSTATE COMMERCE COMMISSION

April 1, 1993

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INTERSTATE COMMERCE COMMISSION

3-092A045

ROBERT S. BOGASON  
DAVID W. LONG  
CAROL A. HARRIS  
LELANDE E. BUTLER  
GARY A. LAAKSO  
STEPHEN A. ROBERTS  
JAMES M. EASTMAN  
WAYNE M. BOLIO  
JOHN D. FEENEY  
GENERAL ATTORNEYS

BARBARA A. SPRUNG  
ASSISTANT GENERAL ATTORNEY

ROBERT E. PATTERSON  
CECELIA C. FUBICH  
ATTORNEYS

VIA FEDERAL EXPRESS

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
12th & Constitution Ave., N.W.  
Washington, D.C. 20423

RE: Conditional Sale Agreement dated as of  
April 1, 1979, between each of Southern  
Pacific Transportation Company, Metropolitan  
Life Insurance Company, and Greenville Steel  
Car Company

Dear Mr. Strickland:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) counterparts of an Assignment and Transfer of Certain Road Equipment, dated as of March 15, 1993, between Southern Pacific Transportation Company and Metropolitan Life Insurance Company, amending the above-entitled Conditional Sale Agreement and Assignment and Transfer dated as of April 1, 1979. The Assignment and Transfer is a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The primary document to which the Assignment and Transfer is in connection with is recorded under Recordation No. 10272. The following documents have been recorded with the Commission under Section 11303 in this matter:

Conditional Sale Agreement dated as of April 1, 1979, between each of Southern Pacific Transportation Company, Metropolitan Life Insurance Company, Bethlehem Steel Corporation, FMC Corporation, General Electric Company, Greenville Steel Car Company, and Portec, Inc., recorded

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on April 10, 1979, at 2:20 p.m. and assigned Recordation No. 10272;

Amendment Agreement dated as of October 1, 1979, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, Bethlehem Steel Corporation, FMC Corporation, General Electric Company, Greenville Steel Car Company, Portec, Inc., and ACF Industries, Inc., recorded on November 21, 1979, at 2:30 p.m., and assigned Recordation No. 10272-A.

First Supplemental Agreement dated as of October 31, 1982, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Bethlehem Steel Corporation, recorded on November 10, 1982, at 3:10 p.m., and assigned Recordation No. 10272-B;

Second Supplemental Agreement dated as of October 31, 1982, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and FMC Corporation, recorded on November 10, 1982, at 3:10 p.m., and assigned Recordation No. 10272-C;

Third Supplemental Agreement dated as of October 31, 1982, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Greenville Steel Car Company recorded on November 10, 1982, at 3:10 p.m., and assigned Recordation No. 10272-D;

Fourth Supplemental Agreement dated as of October 31, 1982, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and ACF Industries, Inc., recorded on November 10, 1982, at 3:10 p.m., and assigned Recordation No. 10272-E;

Fifth Supplemental Agreement dated as of July 31, 1986, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and ACF Industries, Inc., recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-F;

Assignment and Transfer of Certain Road Equipment dated as of July 31, 1986, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-G;

Sixth Supplemental Agreement dated as of July 31, 1986, between Southern Pacific Transportation Company,

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Metropolitan Life Insurance Company, and Bethlehem Steel Corporation and Portec, Inc., recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-H;

Assignment and Transfer of Certain Road Equipment dated as of July 31, 1986, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-I;

Seventh Supplemental Agreement dated as of July 31, 1986, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and FMC Corporation, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-J;

Assignment and Transfer of Certain Road Equipment dated as of July 31, 1986, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-K;

Eighth Supplemental Agreement dated as of July 31, 1986, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Greenville Steel Car Company, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-L;

Assignment and Transfer of Certain Road Equipment dated as of July 31, 1986, recorded on September 4, 1986, at 3:45 p.m., and assigned Recordation No. 10272-M;

Letter of Correction dated October 13, 1986 to Assignment and Transfer dated as of July 31, 1986, recorded on October 15, 1986, at 11:10 a.m., assigned Recordation No. 10272-N;

Ninth Supplemental Agreement dated as of October 1, 1990, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Bethlehem Steel Corporation and Portec, Inc., recorded on October 24, 1990, at 3:35 p.m., and assigned Recordation No. 10272-O;

Assignment and Transfer of Certain Road Equipment dated as of October 1, 1990, recorded on October 24, 1990, at 3:35 p.m., and assigned Recordation No. 10272-P;

Tenth Supplemental Agreement dated as of October 1, 1990, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and FMC Corporation,

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recorded on October 24, 1990, at 3:35 p.m., and assigned Recordation No. 10272-Q;

Assignment and Transfer of Certain Road Equipment dated as of October 1, 1990, recorded on October 24, 1990, at 3:35 p.m., and assigned Recordation No. 10272-R;

Eleventh Supplemental Agreement dated as of October 1, 1990, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Greenville Steel Car Company, recorded on October 24, 1990, at 3:35 p.m., and assigned Recordation No. 10272-S;

Assignment and Transfer of Certain Road Equipment dated as of October 1, 1990, recorded on October 24, 1990, at 3:35 p.m., and assigned Recordation No. 10272-T;

Twelfth Supplemental Agreement dated as of November 15, 1991, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and ACF Industries, Inc., recorded on January 27, 1992, at 3:05 p.m., and assigned Recordation No. 10272-U;

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1991, recorded on January 27, 1992, at 3:05 p.m., and assigned Recordation No. 10272-V;

Thirteenth Supplemental Agreement dated as of November 15, 1991, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and FMC Corporation, recorded on January 27, 1992, at 3:05 p.m., and assigned Recordation No. 10272-W;

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1991, recorded on January 27, 1992, at 3:05 p.m., and assigned Recordation No. 10272-X;

Fourteenth Supplemental Agreement dated as of November 15, 1991, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Greenville Steel Car Company, recorded on January 27, 1992, at 3:05 p.m., and assigned Recordation No. 10272-Y;

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1991, recorded on January 27, 1992, at 3:05 p.m., and assigned Recordation No. 10272-Z;

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Fifteenth Supplemental Agreement dated as of September 30, 1992, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Greenville Steel Car Company, recorded on October 9, 1992, at 3:40 p.m., and assigned Recordation No. 10272-AA;

Assignment and Transfer of Certain Road Equipment dated as of September 30, 1992, recorded on October 9, 1992, at 3:40 p.m., and assigned Recordation No. 10272-BB; and

Assignment and Transfer of Certain Road Equipment dated as of December 1, 1992, recorded on December 21, 1992, at 10:20 a.m., and assigned Recordation No. 10272-CC.

In connection with the recording of the enclosed Assignment and Transfer, dated as of March 15, 1993, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Name and Address of Agent - Assignee:

Metropolitan Life Insurance Company  
One Madison Avenue  
New York, New York 10010-3690

Name and Address of Vendee:

Southern Pacific Transportation Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, California 94105

A description of the railroad equipment covered by the Assignment and Transfer is set forth therein.

Also enclosed is a check in the amount of \$16 to cover the required recordation fee.

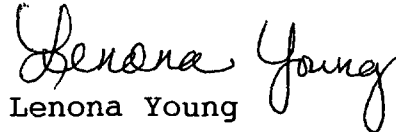
A short summary of the enclosed document to appear in the Commission's index follows:

Assignment and Transfer of Certain Road Equipment dated as of March 15, 1993, between Southern Pacific Transportation Company, as Vendee, and Metropolitan Life Insurance Company, as Agent for Greenville Steel Car Company, covering one locomotive.

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When the recording of the Assignment and Transfer has been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof, and return the remainder of the same to the undersigned.

Very truly yours,

  
Lenona Young

Enclosures

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INTERSTATE COMMERCE COMMISSION

SOUTHERN PACIFIC TRANSPORTATION COMPANY

CONDITIONAL SALE AGREEMENT

DATED AS OF APRIL 1, 1979

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of March 15, 1993

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METROPOLITAN LIFE INSURANCE COMPANY

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of this fifteenth day of March, 1993, by METROPOLITAN LIFE INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of New York, Assignee under the Conditional Sale Agreement hereinafter mentioned (hereinafter called the "Assignee"), to SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, by a certain Conditional Sale Agreement, bearing date as of April 1, 1979, by and between Greenville Steel Car Company, a corporation organized and existing under the laws of the State of Pennsylvania (hereinafter called the "Builder"), and the Company, pursuant to which Builder agreed to build, sell and deliver to the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of hopper cars, all as described in the Conditional Sale Agreement (hereinafter called the "Conditional Sale Agreement"); and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of April 1, 1979 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, a certain locomotive comprising said Equipment, more specifically described below, has become unsuitable for use by the Company (hereinafter called "Unsuitable Equipment"), and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such



Unsuitable Equipment, the Company has deposited with the Assignee an amount of cash equal to the fair value of the Unsuitable Equipment for application to the indebtedness under the Conditional Sale Agreement (hereinafter referred to as the "Replacement Funds"):

| <u>Number of</u><br><u>Units</u> | <u>Description</u>   |
|----------------------------------|--|
| 1                                | Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 7303. |

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Conditional Sale Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the Replacement Funds and the Assignee's acceptance of the Replacement Funds to the Conditional Sale Agreement thereto, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under the provisions of Article 8 of said Conditional Sale Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Assignee does hereby sell, assign, transfer and set over unto the Company all of the Unsuitable Equipment which is specifically described herein and covered by the said Conditional Sale Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Assignee in and to the said Unsuitable Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Assignee hereby covenants with the Company, its successors and assigns, that the Assignee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Assignee does hereby constitute and appoint RICHARD G. CLARKE to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the State of New York or elsewhere to take such acknowledgement, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the said Conditional Sale Agreement, with respect to the above-described Unsuitable Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 30<sup>th</sup> day of March, 1993.

METROPOLITAN LIFE INSURANCE COMPANY

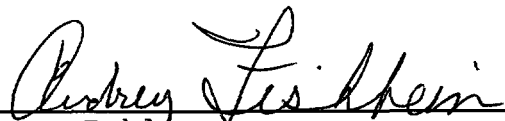
By Richard G. Clarke  
Associate General Counsel

ATTEST:

Walter D. O'Brien  
Assistant Secretary

STATE OF NEW YORK                    )  
  ) ss.  
CITY AND COUNTY OF NEW YORK )

On this 30th day of March, 1993, before me personally appeared RICHARD G. CLARKE, to me personally known, who, being by me duly sworn, says that he is Associate General Counsel of METROPOLITAN LIFE INSURANCE COMPANY; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

AUDREY FISHBEIN  
Notary Public, State of New York  
No. 24-4956221  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires September 11, 1993